

Application No 

CLIENT REGISTRATION FORM

INVESTMENT ADVISORY AGREEMENT

Client Name : Client Code : Branch Name : DP BO ID : RM Name : SB/AP Code : SB/AP Name :

For Branch Use Only

Services	
Advisory	Yes ☐ No ☐
Execution	Yes ☐ No ☐

CHECKLIST OF DOCUMENTS

(A) Proof of Identity (Please provide copy for all the holders)

PAN Card (Mandatory)

(B) Proof of Address (Please provide copy of any one of these for all the holders)

Aadhaar Card

Passport

Voters' ID card

Telephone Bill / Electricity Bill (Not more than 2 months old)

Drivers' license

Ration card

Bank Statement

(C) Documents in case of NRIs

PAN Card

Foreign Address Proof

Visa / Permanent identity proof

PIS Permission

Passport

Indian Address Proof (not mandatory)

PIO / OCI Card (Foreign Passport Holders)

FEMA Declaration

(D) Please check if you have:

Signed across photographs on KYC form

Understood and signed the Advisory Agreement

Filled-up Risk-Return profile assessment form

Enclosed all the supporting documents

Understood and signed the fee structure

Understood and signed terms & conditions

Please Note:

- ñ Each Client has to use one registration form.
 - ñ Original documents will be verified at the time of filling of application.
 - ñ The information given above would be kept confidential, unless demanded by regulatory authorities.
 - ñ For joint accounts, documents are required for all the applicants.
 - ñ Please note that proofs other than as specified above will not be accepted
 - ñ Cheques / Drafts for advisory fees need to be drawn in favour of GEPL Investment Advisors Pvt Ltd.
 - ñ All communication/reports will be in the name of first / sole holders and shall be sent to him.
 - ñ In case of additional information, separate annexure should be attached to the application form.
- Thumb impressions and signatures other than English or Hindi or any of the other languages not contained in the 8th Schedule of the Constitution of India must be attested by a Magistrate or a Notary Public or a Specific Executive Magistrate.

Agreement for Investment Advisory Services

THIS Execution Services Agreement ("Agreement") is made on the ____ day of _____

BETWEEN

GEPL Investment Advisors Private Limited (Advisory Division), a body corporate, incorporate under the provisions of the Companies Act, 1956, having its registered office at C-14, Dhanraj Mahal, CSM Marg, Colaba, Mumbai 400001 hereinafter called "GEPL AD" (which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include successors and assigns) of the ONE PART.

AND

The person/s specified in the Schedule A as "the Client", [hereinafter called "the Client" which expression shall unless repugnant to the context or meaning thereof, be deemed to mean and include (if the Client is individual his/her heirs, executors, administrators and legal representatives and permitted assigns; (if the Client is Partnership Firm), the partners for the time being of the said firm, the survivor / survivors of them and their respective heirs, executors, administrators and legal representatives or their successors and permitted assigns; (where the Client is a Company or a body corporate), its successors and permitted assigns; (where the Client is the Karta of a Hindu Undivided Family), the members for the time being of the said Hindu Undivided Family and their respective heirs, executors, administrator and assigns; (where the Client is the Trust), the principal trustee or the board of trustees or the trustees or the person authorized by the Board of Trustees for the time being and from time to time (where the Client is the governing body of a Society), the respective successors of the members of the governing body for the time being and from time to time the members of society for the time being and from time to time and any new members elected or appointed] of the OTHER PART.

"Parties" means GEPL AD and the client; and "party" shall be construed accordingly.

WHEREAS:

- a. The Client is desirous of availing services of an Advisor for investments he desires to make in various assets from time to time.
- b. GEPL Investment Advisors Private Limited (hereinafter called GEPL) is an Investment Advisor and is registered with Securities and Exchange Board of India (hereinafter called "SEBI") under certificate of registration bearing number INA000002744 issued on March 3, 2015 under SEBI (Investment Advisors) Regulations, 2013. GEPL has separate division called Advisory Division which provides investment advisory services to various clients (hereinafter called "GEPL AD") and a separate independent division called Execution Division which provides execution services to various clients (hereinafter called GEPL ED).
- c. The client has satisfied itself that GEPL AD possesses requisite level of knowledge and competence to provide Investment Advisory and related Services which he/she/they are desirous of availing.
- d. The Client hereby appoints GEPL AD as an Investment Advisor to perform the services hereinafter described, and GEPL AD accepts such appointment.
- e. GEPL AD shall provide advice on the investment and reinvestment of funds, securities and assets in designated bank account, designated share broker accounts and designated depository (*demat*) account of the Client (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account" under Advisory).
- f. GEPL AD shall discharge its advisory responsibilities consistent with the clients' investment objectives and there are no restrictions or limitations that the Client has imposed upon GEPL AD with the respect to the advice on the Assets.
- g. GEPL AD will advise to the Client, to buy, sell and trade in Securities or other Investments or other securities and/or contracts relating to the same including derivatives or otherwise.
- h. The Client acknowledges that GEPL AD shall advise in consonance with the Client's investment objective(s), primarily allocate the assets amongst various Asset Classes - which are, but not limited to Equities, Derivatives, Commodities, Gold ETFs, Fixed Incomes, Liquid Bees.

This Agreement sets forth the terms and conditions between the Parties hereto as under:

Client Signature: _____

1. DEFINITIONS AND INTERPRETATIONS:

In this Agreement unless repugnant to or inconsistent with the context or meaning thereof otherwise requires, the terms shall have the meaning assigned as per Exhibit 1, when used in this Agreement.

2. APPOINTMENT OF GEPL AD

- 2.1 The Client hereby appoints GEPL AD to provide Investment Advisory Services from time to time in respect of the funds, securities and assets in designated bank account, designated share broker accounts and designated depository (demat) account of the Client (the "Assets" or "Account") in accordance with the terms stipulated under this Agreement.
- 2.2 GEPL AD shall be acting solely in its capacity as an investment advisor to the client and shall not, at any point in time, accept or hold or have custody in its account any funds or securities or other investments from the client (except for the authorized deduction of the client fees, agreed to in writing herein by the Client) and all funds / securities / investments will be delivered between designated Banker/ Client and designated share broker / Depository only.

3. RESPONSIBILITIES OF THE CLIENT

- 3.1 The Client shall provide GEPL AD with accurate and complete information for the purpose of giving investment advice including but not limited to Client's age, investment objectives including the time for which he/she/they wish to stay invested including purpose of investment, income /financial details, existing investment/assets, risk appetite/tolerance, and will promptly inform GEPL AD of any material changes in that information. The Client shall be solely responsible for the accuracy and completeness of all information provided to GEPL AD. GEPL AD shall not be required to verify any information given or obtained from the Client or his/her/their representatives and is expressly authorized to assume the accuracy of information received from the Client.
- 3.2 The Client shall diligently follow and comply with GEPL AD's process for assessing risk, tool of risk profiling and questionnaires. In connection with the advisory services being provided to the client, GEPL AD is entitled to rely on the financial information and other information provided by the client.
- 3.3 It is understood by the client that GEPL AD shall not be responsible for any consequences or outcome due to or for any incorrect, incomplete, misleading, information/details provided hereunder or otherwise. The client represents and warrants that the client has such knowledge and experience in investment matters as to be able to determine the appropriateness and suitability of the Client's Account, including but not limited to the effect of the fee, on the client's potential investment returns and the risks related to the Client's Account and investment selected for Client's Account.
- 3.4 The client undertakes to update information/details provided and their risk assessment as may be called by GEPL AD or otherwise. GEPL AD shall not be responsible for any consequences or outcome due to non updation of information/details and their risk assessment and for any incorrect, incomplete, misleading information/details updated from time to time hereunder or otherwise.
- 3.5 Client shall inform GEPL AD promptly of any material changes in client's circumstances which might affect the manner in which client's assets should be invested and to provide GEPL AD with such information
- 3.6 The Client agrees that all transactions under this Agreement shall be consummated by payment / delivery to and from designated bank account, designated share broker or designated Depository. The Client has identified and has appointed the designated Banker / designated share broker/ designated Depository and they are as per details set out in Schedule C.
- 3.7 The Client agrees, declares and confirm that he has fully understood GEPL AD's plan, concept, methodology, processes as set out in details in Schedule B. The Client shall comply with his/her/their obligations set out in Schedule B and Schedule C and all the requirements of the designated banker/share broker from time to time.
- 3.8 The Client acknowledges that GEPL AD's Investment Advisory Plan are GEPL AD's proprietary, and the Client shall not share any information regarding the same, including but not limited to trades, Investments, or Account composition or any other details with any third party.

4. SERVICES OF GEPL AD AS INVESTMENT ADVISOR

- 4.1 GEPL AD agrees to provide the Investment Advice, subject to terms of this Agreement with respect to investment of funds in designated bank account and designated share brokers account and investment or disinvestment of Securities and other assets held in designated depository account or designated share brokers account by the client on a non-exclusive basis for period as per GEPL AD's Investment Advisory Plan as set out in Schedule B, entirely at the client's risk for an agreed fee structure hereinafter described.
- 4.2 GEPL AD will profile the clients depending upon the Client's risk taking ability and willingness and suggest the strategic asset allocation for achieving investment and financial goals. GEPL AD will at all times act as fiduciaries with respect to client.
- 4.3 The GEPL AD would advise purchase, sell or otherwise acquire or dispose of securities or other investment products of every name and nature and right in respect thereof. GEPL AD would advise over the selection, buying and selling securities or other investments subject to the compliance of

Client Signature: 

the Regulations. GEPL AD would advise on the amount of each securities or other investment products to be bought or sold.

- 4.4 GEPL AD would issue suitability statement in respect of its advice as per the Regulations.
- 4.5 GEPL AD would give advice for Purchase of securities or other investment products only in respect of funds sufficient to cover the purchase price of Securities or investment and other costs and charges have been credited either by deposits by Client or direct electronic credit or transfers in the Client's Designated Bank Account or there are expected credits on account of redemption/sale of Securities or other investment products.
- 4.6 GEPL AD would give Sell advice in respect of balances of Securities or investments in designated depository / demat account on the date or if there are expected credits on account of purchase of Securities or investment products on the date.
- 4.7 GEPL AD would monitor the Assets in the Account and advise rebalancing the Assets in the Account from time to time.

5. DESIGNATED BANKER, DESIGNATED SHARE BROKER AND DESIGNATED DEPOSITORY / CUSTODIAL

- 5.1 The Designated Banker / Share Broker / Depository at the time this Agreement is executed are identified and are as per the details set out in Schedule C.
- 5.2 The Client understands that he/she/they is/are entitled to designate the Banker who will carry the Designated Bank Account and/or execute transactions in the Account for the Client under the present agreement and the Client has decided to have designated Bank Account with _____ Bank Limited, _____ Branch, Mumbai. Client will be responsible for paying all fees/costs/charges, if any, to Banker. At all times, the Client shall retain sole authority over withdrawal of funds from the designated Bank Account except as otherwise specified in this Agreement for payment of GEPL ADs fees and expenses. The Client has authorized and instructed the Banker to send the Client's designated bank account statements showing all transactions occurring in the Designated Bank Account during the term of this agreement and to send, provide or otherwise make available to GEPL AD with those statements. The Client has made separate arrangements with the Banker such that statements for the Account(s) and monthly or quarterly statements of all activity in the Account(s) sent to Client(s) at such address as Client(s) requests. Client is responsible for reviewing statements provided by the Banker and confirming and reporting any discrepancies to the Banker.
- 5.3 The Client understands that he/she/they is/are entitled to designate the share broker through whom they will carry out the transactions in shares and securities, as also the Depository Participant with whom the client shall maintain the Depository Account (Demat Account). The Client desires to have designated Share Broking Account and Designated Demat Account with GEPL Capital Pvt. Ltd., (hereinafter called GEPL) a SEBI registered Share Broker and Depository Participant, a group company of GEPL AD. The said GEPL would have the Account assets in the Clients Depository Account and shall also act as Client's Broker. Client will be responsible for paying all fees/costs/charges, if any, to Broker and Depository Participant. At all times, the Client shall retain sole authority over withdrawal of securities and funds from the Account except as otherwise specified in this Agreement for payment of fees and expenses payable to GEPL AD. The Client authorized and instructed designated Share Broker / Depository Participant to send Client's statements showing all transactions occurring in the Account during the term of this agreement and to send or provide or otherwise make available GEPL AD with those statements/details. The Client has made separate arrangements with Share broker/ Depository to have copies of all confirmations of purchases, sales or dealings of securities for the Account(s) and monthly or quarterly statements of all activity in the Account(s) sent to Client(s) at such address as Client(s) requests. Client is responsible for reviewing statements provided by the Share broker/ Depository and confirming and reporting any discrepancies to the said Share broker/ Depository.
- 5.4 GEPL will provide their securities brokerage and depository services, as described in GEPL's account documents. GEPL's and Clients role, responsibility and obligations etc in connection with the Client's Account shall be solely as specified in GEPL's account documents.

6. CHARGES AND FEES

- 6.1 The Client agrees to pay to GEPL AD charges/fees as per GEPL AD's schedule of charges/fees during tenure of this agreement (hereinafter referred to as Schedule D). The schedule of charges/fees is subject to change by GEPL AD with prior notice and consent of the Client to such changes, The Client agrees and understands that GEPL AD's charges / fees are in addition to those levied by the Banker, Depository, Brokers, issuers of securities or financial instruments / depositories / other intermediaries / agents, Government, duties and taxes.
- 6.2 The Client hereby agrees to incur and pay directly all charges/fees/out of pocket expenses levied by the Bank having the Client's Bank Account, Depository Participant having the Client's depository participant account, Brokers, Intermediaries, Agents, etc. on any transactions undertaken pursuant

Client Signature: _____

to this agreement.

- 6.3 The Client shall also bear and pay any applicable taxes, levies or duties, including service tax, securities transaction tax, etc. that may be levied on any transactions undertaken pursuant to this Agreement.
- 6.4 The Client agrees to pay the advisory fees, which is a combination of fixed fees, Annual fees (based on asset under advice), and return based fees payable in respect of Investment Advisory Services offered by GEPL AD. The Client also agrees to pay the Setup, Profiling & Administrative Fees before the beginning of the Investment Advisory Services towards setup, risk profiling of the Client, administrative charges and prescribing the asset allocation suitable for the client as given in Schedule D.
- 6.5 The determination of the annual advisory fees (based on asset under advice), return based fees shall be made on the Anniversary Date or Closing Date, whichever is earlier.
- 6.6 The charges/fees shall be paid by the Client to GEPL AD through non revocable ECS mandate given by the Client to the designated banker under GEPL AD's instructions to debit such charges/fees from the Client's Designated Bank Account. The above fees shall be debited from the Client's designated bank account against funds held in the bank account of the Client. In case of insufficient funds in the designated bank account, the Client will be required to pay the outstanding amount within a period of 5 days from the date of demand by GEPL AD. Upon non-payment of the charges after the said period, GEPL AD reserves the right to recover the said charges from or out of any other assets of the Client upon which GEPL AD has lien. The fees as debited to the Client's account are not reversible.
- 6.7 Client will receive a copy of the billing statement detailing the amount billed and the method in which it was calculated prior to any account debit. Upon receipt of a billing statement, the designated bank shall debit the Client's account for the amount of the fee and make payment directly to GEPL AD. All fees, charges and reimbursement of expenditure to GEPL AD shall be paid or made in full by the Client without any counterclaim, set off or withholding.
- 6.8 All the Client's liabilities and obligations hereunder to GEPL AD shall be joint and several.

7. VALUATION

- 7.1 Any security or other asset in the Client's Account may be valued by GEPL AD in a manner intended in good faith to reflect fair market value, but any such valuation shall be no guarantee of any type with respect to the value of the assets lying in the Client's Account(s), nor as to the accuracy of any data obtained from sources other than GEPL AD. Any margin debit shall not serve to reduce the value of any of the assets in the Client's Account(s) for valuation purposes in determining the Advisory Fee.
- 7.2 Equities and debt instruments will be valued at the last quoted closing market price of the security on the BSE/NSE.
- 7.3 Mutual fund units shall be valued at the repurchase net asset value for the day declared for the relevant scheme by the Mutual Fund.
- 7.4 Exchange traded derivatives would be valued at the last quoted closing price of the security on the NSE. In case market price is not available on the valuation date, the latest available price on the BSE/NSE will be reckoned.
- 7.5 In case market price / repurchase price, as mentioned above, is not available on the valuation date, the latest available price on the BSE/NSE or the most recent NAV will be reckoned.
- 7.6 In case of Debentures linked to the Nifty or to any other security(s) / Index or any security, the market value/maturity value or the repurchase price of the product at valuation date. In case the Client wants to sell the product before maturity, then the notional value of the instrument, on the date of exit based as ascertained by the issuer shall be considered for on valuation date.
- 7.7 The Total asset value of the Account would be arrived at after taking into account all other charges including but not limited to brokerage, other transaction fees, demat fees and all other related expenses which are recoverable from the Client in terms of this agreement.

8. RIGHTS OR LIEN AND SET OFF

GEPL AD will have a charge and right of lien and set off on the Client's funds, Securities or other investments standing to the credit of Client's designated Bank Account / Depository Account for all sums due or payable by the Client to GEPL AD hereunder. In the event of default on the Client's part in discharging the Client's obligations to GEPL AD hereunder, GEPL AD shall be entitled to enforce the charge by sale of such Securities or other investment products and to appropriate the net proceeds of sale or any credit balance as aforesaid, in liquidation of the Client's liabilities to GEPL AD.

9. LIABILITY OF GEPL AD

- 9.1 GEPL AD, or any of its officers, directors, employees, agents, affiliates or business associates acting in good faith, shall not be liable for any action, omission, investment recommendation / decision, or loss in connection with this Agreement including, but not limited to, the investment of

Client Signature: _____

assets in the Account, or the acts and/or omissions of other professionals or third part service providers, including a banker, broker and/or depository.

- 9.2 GEPL AD, acting in good faith, shall not be liable to the Client for any act, omission or delay by the Issuers or any Third Party under this Agreement or for any claims which the Client may suffer or incur as a result of or in course of discharge by GEPL AD or its nominees, agents, officers of GEPL AD's duties under this Agreement.
- 9.3 Without prejudice to what is stated above, GEPL AD shall not be held liable for or by reason of any loss or damage or failure to comply or delay in complying with its obligations under this Agreement which is caused directly or indirectly by any event or circumstances beyond GEPL AD's reasonable control.
- 9.4 GEPL AD shall not be liable for and the Client shall indemnify GEPL AD for any losses, damages, expenses, costs, liabilities and claims of whatsoever nature caused by fraudulent or unauthorized use of the Client's signature.
- 9.5 GEPL AD will not be liable for any error or inaccuracies in any of the publicly available information that may be provided to the Client by GEPL AD. GEPL AD shall be under no duty to verify compliance with any restrictions on the Client's investment powers.
- 9.6 GEPL AD will not be liable for any loss, damage, cost, charges or expenses directly or indirectly caused by reason of any defects or imperfection or mechanical or other failure with relation to computer, cable, telex, telephone, satellite, postal system or any other medium or mode of communication.

10. POWERS OF GEPL AD

- 10.1 GEPL AD may (without any obligation in' that behalf) exercise the following powers on the Client's behalf for the purpose of this Agreement at such time in such manner as it may in its discretion think fit for the purpose of performing its powers, duties and responsibilities set out hereunder:
- (i) To do or omit to do all such acts and things as GEPL AD may in its discretion considered to be necessary or desirable in order to perform its duties hereunder or to comply with any laws, orders rules, regulations or directions of any government or regulatory or other authorities.

11. CONFLICT OF INTERESTS AND NON-EXCLUSIVE

- 11.1 Client understands that GEPL AD serves as Investment Adviser for other Clients and will continue to do so. Client also understands that GEPL AD may give advice to other Clients that may differ from advice given to the Client. GEPL AD is not obligated to buy, sell or deal in any security or other investment recommended for the Client and GEPL AD may or may not buy, sell or deal in the securities or other investments recommended for the Client or any other Client or for its own accounts. This Agreement does not limit or restrict GEPL AD, in any way, from buying, selling or trading in any security or other investments for their own accounts. This shall, however, subject to the Securities Law in force. The Client expressly acknowledges and understands that GEPL AD does not make its investment advisory services available exclusively to the Client. Nothing in this Agreement shall impose upon GEPL AD any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security or other investment which GEPL AD, its principals, employees or agents may purchase or sell for their own accounts or for the account of another client.
- 11.2 The Client has full knowledge and understanding that the designated Broker and Depository herein are group co / associate co / company under the same management as of GEPL AD and the Client declares and confirms that he/she/they has/have appointed and has/have agreed with the group company / associate company / company under the same management of GEPL AD to act as designated Broker and Depository and hold his/her/their designated Broker and Depository account out of his/her/their own and free will voluntarily after fully understanding and due diligence. The Client declares and confirm that GEPL AD has not insisted or solicited such appointment or agreement with designated Broker and Depository who are group co/associate co /company under the same management of GEPL AD. GEPL AD hereby confirms that it does not receive any remuneration or compensation from GEPL Capital Pvt. Ltd. in any form or manner whatsoever.

12. LIMITATIONS OF GEPL AD

- 12.1 The Client understands and agrees that GEPL AD does not in any manner guarantee payment in respect of any Securities or other investments; or guarantee the liquidity of any Securities or other investments; or make any offer to buy back any Securities or other investments or guarantee the payment of interest or dividend or any other corporate actions; or promise, indicate or guarantee any returns; or guarantee any good delivery.
- 12.2 The Client understands and agrees that the Securities or other investments advised on are subject to investment risks, including the possible loss of principal amount invested. The Client also understands that GEPL AD does not in any manner provide a guarantee for any fixed returns.
- 12.3 The Client understands and agrees that value of the Client's Securities or other investments will

Client Signature: _____

fluctuate. If the Client sells any Securities or other investments, the Client may receive more or less than the Client paid depending upon the market value of the Securities.

- 12.4 The Client understands and agrees that Past results are not a guarantee to future performance. Yield or performance fluctuates and Yield of Securities or other investments past performance should not be considered as an indication or (i) guarantee of future yield or results.

13. AUTHORITY TO DEAL IN DERIVATIVES

GEPL AD may advise the Client to deal or invest in Derivative segments and Client agrees to deal and utilize funds to deal/invest in Derivatives subject always to the SEBI Regulations, notifications, circulars issued by SEBI or the Stock Exchanges from time to time.

14. RISK ACKNOWLEDGMENT

GEPL AD obtains information from a wide variety of publicly available sources and has no sources of inside or private information. The recommendations developed by GEPL AD are based upon the professional judgment of GEPL AD. GEPL AD cannot and does not guarantee the results of its recommendations. GEPL AD does not guarantee the future performance of the Advisory Account or any specific level of performance, the success of any investment advice issued or strategy that GEPL AD may use. Client understands that investment advisory issued for the Client's account by GEPL AD are subject to various markets, currency, economic, political and business risks, and that those investment decisions will not always be profitable. Except as may otherwise be provided by law, GEPL AD will not be liable to Client for (i) any loss that Client may suffer by reason of any investment advice issued or other action taken or omitted in good faith by GEPL AD with that degree of care, skill, prudence, and diligence under the circumstance that a prudent person acting in a fiduciary capacity would use (ii) any loss arising from GEPL AD's adherence to Client's written or oral instructions; or (iii) any act or failure to act by any broker or dealer who does transactions for the Account, or by any other third party.

15. MARKET AND OTHER RELATED RISKS

- 15.1 The Client expressly agrees and acknowledges that all investments are subject to market and other related risks and there is no assurance or guarantee, whether directly or indirectly, that the value of or return on investments will always be accretive, it could depreciate to an unpredictable extent. The Client further agrees and acknowledges that the details of risk foreseen by GEPL AD and risk relating to the Securities recommended by GEPL AD for investment or disinvestment includes but is not restricted to the following:
- Investment in securities including equities, derivatives and investment in mutual funds or other related products are subject to market risks and there is no assurance or guarantee that the objective will be achieved.
 - The performance may be affected by changes in Government policies, general levels of interest rates and risk associated with trading volumes, liquidity and settlement systems in equity and debt markets.
 - Investment in debt instruments are subject to default risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments.
 - Investments in debt instruments are subject to reinvestment risks as interest rates prevailing on interest or maturity due dates may differ from the original coupon of the bond, which might result in the proceeds being invested at a lower rate.
 - Engaging in Securities lending is subject to risks related fluctuations in collateral value / settlement / liquidity / counterparty.
 - Use of derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments, including but not restricted to, for the purpose of hedging and Portfolio balancing, as permitted under the Regulations and guidelines will expose to certain risk inherent to such derivatives. The Client is aware that the derivatives are highly leveraged instruments and even a small price movement in the underlying security could have a large impact on their value.
 - Without prejudice to the generality of the risk disclosure statement in sub clause (vii) hereof, the Client understands that the following specific risks may arise in the context of Investment in Derivatives:
 - Investment in futures involves daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the Index. The Index may move against the position that may have been assumed leading to Marked to Market losses; sometimes these may be substantial.
 - There may be insufficient liquidity owing to factors including insufficient bids or offers or suspension of trading owing to other reasons. The Client acknowledges this liquidity risk.
 - Buying an option carries a risk of losing the entire premium that is paid upfront on it, if the market in the security moves in a contrary direction to the position assumed.
 - The Exchange may impose restrictions and have absolute authority to restrict the exercise of options in specified circumstances in specified times. This reflects that there is liquidity risk

Client Signature: _____

- involved in Investment in options.
- e) The Option writer who sells the options runs the risk of losing substantial amount if the underlying asset does not move in the anticipated direction.
 - f) Investment in Derivatives for the purposes of Hedging is subject to Basis risk. Basis risk is the risk that the Instrument of the hedge is not a perfect match for the Underlying. The Client acknowledges this Basis risk.
 - g) The Client expressly acknowledges that the aforementioned risks are strictly indicative and that other risks may arise in the context of investment in derivatives, particularly when positions are assumed synthetically, including for the purposes of generating returns.
- 15.2 The Client expressly agrees and undertakes not to hold GEPL AD liable, financially or otherwise, under any circumstances whatsoever.

16. CORRESPONDENCE, COMMUNICATION OR INSTRUCTIONS

- 16.1 All instructions or notices to GEPL AD under this Agreement (including instructions for modification of this clause) shall be given only by the Client. All instruction or notices to GEPL AD shall be sent by Registered Post (AD), Speed Post (AD) or Hand Delivery at the following address or such other address/number as GEPL AD may inform the Client: The Compliance Officer, GEPL Investment Advisors Private Limited – Advisory Division (GEPL AD), C-14 Dhanraj Mahal, CSM Marg, Colaba, Mumbai 400001.
- 16.2 GEPL AD may refuse to act on any instruction or notice unless they are given in writing in a manner and form acceptable to GEPL AD or given orally over the telephone subject to GEPL AD's right to verify such instructions. However, GEPL AD shall have no responsibility to determine the authenticity of any instructions given or purported to be given by the Client. The Client shall not hold GEPL AD liable on account of GEPL AD acting in good faith on any of the Client's instructions or notice.
- 16.3 GEPL AD may in its discretion not carry out the Client's instructions where GEPL AD has sufficient reason to believe (which decision of GEPL AD the Client shall not question or dispute) that the instructions are not genuine or are otherwise improper or unclear or raise a doubt.
- 16.4 GEPL AD shall not be liable if any instructions are not carried out for any of the reasons stated herein.
- 16.5 In order to, however, induce GEPL AD to act upon communications and instructions transmitted by manual procedures (Facsimile, Mail, Messenger) the Client hereby irrevocably agrees that, absence of GEPL AD's gross negligence, bad faith or willful misconduct, as long as GEPL AD acts in compliance with such authorization / instruction, GEPL AD shall be indemnified for and held free and harmless from and against any and all responsibility for, any and all costs, claims, losses or liabilities of any nature (direct or indirect) resulting from any act or omission (or any delay) in response to instructions to GEPL AD, together with any and all attendant costs and expenses including GEPL AD's reasonable legal fees and expenses, collectively referred to as losses. Nothing contained herein shall require GEPL AD to violate any applicable laws, rules or procedures/instructions.
- 16.6 **ELECTRONIC DELIVERY –**
The Client authorizes GEPL AD to deliver, and the Client agrees to accept, all required regulatory notices and disclosures via electronic mail and/or via GEPL AD's internet website, as well as all other correspondence from GEPL AD. GEPL AD shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to the Client's last provided email address (or upon advising the Client via email such document is available on GEPL AD's web site). It is the Client's responsibility to notify GEPL AD of any change to Client's email address.
- 16.7 Any notice or other correspondence addressed by GEPL AD to the Client may be addressed to the Client (or the first holder in case of joint holdings) above at the address given by the Client above or to such other address as GEPL AD may be aware. If according to the Client there is any discrepancy in the particulars or details of any account or statement then the Client shall be obliged to intimate the same to GEPL AD in writing within 7 days of the Client (or the first holder in case of joint holdings) receiving notice thereof, failing which statement or account (as the case may be) shall be deemed to be correct and accepted by the Client and the Client shall not be entitled to question the correctness or accuracy thereof.
- 16.8 Either Party may, from time to time, change their address or representative for receipt of notices or other communications provided for in this Agreement by giving notice to the other Parties.

17. JOINT ACCOUNT

The Client, if he is a joint account holder agrees that upon the death or disability of any one or more party(ies), the remaining signatories shall immediately provide notice of such event to GEPL AD. All transactions thereafter affecting the concerned Client account(s) must be at the joint direction and upon the joint signatures of the legal representative of the affected party and the remaining signatories. GEPL AD shall not be liable for transactions that occur in the Account prior to receipt of

Client Signature: 

such written notice. The Client will indemnify GEPL AD from any claim or losses arising from transactions in Securities held jointly by the Client with any other person or persons.

18. INDEMNITIES

Without prejudice to the right of indemnity available to GEPL AD under any law, the Client agrees to indemnify and hold GEPL AD harmless to the full extent against:

- i. Any and all claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defense of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done or GEPL AD's engagement hereunder
- ii. For any negligence/mistake or misconduct by the Client.
- iii. For any breach or non-compliance by the Client of the rules/terms and conditions stated in this Agreement.

19. REPRESENTATIONS, WARRANTIES AND DECLARATIONS

The Client hereby represents, warrants, declares and undertakes to GEPL AD as under:

- i. All the details in the Client's relationship record are true and correct and any instructions given to GEPL AD to transact business on the Client's behalf shall be in due conformity with the applicable laws as may for the time being be in force. The Client and the Client's co-applicants, if any, will be jointly and severally bound by the terms and conditions mentioned in this Agreement. The Client confirms that all the applicants (including co-applicants), if any, are major
- ii. The Client have executed and delivered to GEPL AD the following writings:
 - a) Know Your Client Document;
 - b) Other documents as specified by GEPL AD.
- iii. This Agreement has been duly executed and delivered by the Client and constitutes a legal, valid and binding obligation on the Client, enforceable against the Client in accordance with its terms. The Client has read and understood the terms and conditions applicable to this Agreement and agrees to be bound by the said terms and conditions including those excluding/limiting liability. The Client has read the Agreement and is aware of all the risks associated with the nature of the Services and the transaction contemplated under the Agreement, whether set out in this Agreement or not, and shall not hold GEPL AD and/or any person appointed by it, responsible for the same
- iv. The execution, delivery and performance by the Client of this Agreement and the acts and transactions contemplated hereby do not and will not, with or without the giving of notice of lapse of time or both, violate, conflict with, require any consent under or result in a breach of or default under:
 - a) Any law to which it is subject to; or
 - b) Any order, judgment or decree applicable to it; or
 - c) Any term, condition, covenant, undertaking, agreement or other instrument to which it is a party or by which it is bound.
- v. This Advisory Agreement has been duly authorized by appropriate action and, when executed and delivered, will be binding upon the Client in accordance with its terms. The retention of GEPL AD as Investment Advisor with respect to the investment of all assets including securities & funds held in the Client's designated account is authorized by the governing documents, if any, of the Client. The terms of this Advisory Agreement do not violate any obligation by which the Client is bound, whether arising by contract, operation of law or otherwise. The Client has full power, legal capacity and authority to execute, deliver and perform this Agreement and has taken all necessary permissions, objections, consents (corporate, statutory, contractual or otherwise), legal opinions, legal advice, etc. to authorize the execution, delivery and performance of this Agreement in accordance with its terms.
- vi. Any tax implications arising out of any transaction entered into pursuant to this Agreement would be as per the provisions of the Income Tax Act, 1961, or any modification or re-enactment thereof and that any and all tax liability will be the Client's sole responsibility. In view of the individual nature of tax benefits, the Client will consult his/her/their own tax adviser with respect to the specific tax implications arising out of transactions with respect to investments.
- vii. There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against the Client which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.
- viii. GEPL AD shall have the full liberty and absolute discretion to make necessary changes in the Agreement and/or do any act, deed, matter or thing necessary to comply with any law for the time being in force and GEPL AD shall not be held liable for the same.
- ix. That there are no prior or pending criminal proceedings or proceedings related to financial crimes against him/her/it or investigations or enquiries or any negative reputation issues or any actions taken by SEBI, RBI, NSE, BSE, NSDL, IRDA and /or CDSL involving the Client and in the event of any such issues or proceedings are commenced against him/her/it, he/she/it shall keep GEPL AD informed.

Client Signature: 

- x. That the Client is not prohibited in any manner in dealing in securities.
- xi. That neither the Client nor any member of his Family is a Politically Exposed Person, a Senior Public Figure or a Celebrity (unless specifically declared by the Client to GEPL AD in a way and manner acceptable to GEPL AD) and that in the event of change of status, the Client shall promptly inform GEPL AD of the same
- xii. That the Client shall not close, freeze or pledge either the Bank Account or the Depository Account designated for the purposes under this Agreement or for availing Services offered by GEPL AD, if there are any pending obligations or due to GEPL AD.
- xiii. That the Client confirms that the Client is not a United States ("U.S.") Person for purposes of U.S. Federal Income Tax or Non Resident Indian (NRI) in US and that he/she/they is/are not acting for, or on behalf of, any U.S. Person or a resident and/or citizen of any jurisdiction which restricts or prohibits sale of Indian Securities to its residents and/or citizens. A false statement or misrepresentation of tax status by a U.S. Person could lead to penalties under U.S. laws. If however, the Client's status changes and he/she becomes a U.S. Citizen or a resident, the Client must notify GEPL AD within 30 days of such change in the status.

GEPL AD hereby represents warrants and declares as under

- i. GEPL AD has full power, legal capacity and authority to execute, deliver and perform this Agreement and has taken all necessary permissions, no objections, consents (corporate, statutory, contractual or otherwise), legal opinions, legal advice, etc. to authorize the execution, delivery and performance to this Agreement in accordance with its terms.
- ii. GEPL is registered with SEBI as an Investment Advisor bearing SEBI Reg. No. INA000002744 and undertakes to keep valid throughout the Term of the Agreement its registration as an Investment Advisor with SEBI
- iii. This Agreement has been duly executed and delivered by GEPL AD and constitutes a legal, valid and binding obligation on GEPL AD, enforceable against GEPL AD in accordance with its terms.
- iv. There are no legal, quasi-legal, administrative, arbitration, mediation, conciliation or other proceedings, claims, actions, governmental investigations, orders, judgments or decrees of any nature made, existing, threatened, anticipated or pending against GEPL AD which may prejudicially affect the due performance or enforceability of this Agreement or any obligation, act, omission or transaction contemplated hereunder.
- v. GEPL AD undertakes to abide by the Rules and Regulations of SEBI and any amendments made thereto from time to time. In the event of termination of this Agreement the provisions of Clause 23 shall survive the termination of this Agreement.

20. CONFIDENTIALITY

Each party shall treat as confidential this Agreement and all information obtained from the other pursuant to the Agreement and shall not divulge such information to any person (except only to those representatives/employees who need to know the same in due course of its business or required to be disclosed legally) without the other party's prior written consent provided that this clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to the Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause).

21. TERM AND TERMINATION

- 21.1 This Agreement is deemed to have commenced on the date as mentioned hereinabove i.e. from the date of execution of this Agreement.
- 21.2 This Agreement shall continue to subsist unless terminated in accordance with the provisions of this clause (the 'Term').
- 21.3 The Parties may by mutual consent terminate this Agreement and on such termination the provisions of Clause 21.9 (a) shall become operative.
- 21.4 Either Party may terminate this Agreement by giving a written notice of thirty (30) days to the other Party and on the expiry of such notice period, the Agreement shall stand terminated and the provisions of Clause 21.9 (a) shall become operative.
- 21.5 This Agreement shall stand terminated forthwith in the following circumstances and the provisions of the Clause 21.9 (a) shall become operative:
 - a) Operation of law;
 - b) Bankruptcy or liquidation of GEPL AD;
 - c) Bankruptcy or liquidation of the Client.
- 21.6 This Agreement shall be suspended during the suspension or cancellation of the registration certificate of the Investment Adviser by SEBI. Further, the Client may terminate this Agreement by giving a written notice of thirty (30) days to GEPL AD in case such suspension or cancellation of the registration certificate continues beyond a period of thirty (30) days and on the expiry of such notice period, the Agreement shall stand terminated and the provisions of Clause 21.9 (a) shall become operative.
- 21.7 Notwithstanding anything contained herein, if at any time during the Term of this Agreement, if the

Client Signature: 

Client fails to perform its obligations under this Agreement and/or commits breach of its representations and/or warranties and/or undertakings and/or covenants and/or obligations under this Agreement, GEPL AD shall have the right to give written notice to the Client setting forth the breach of obligations under the Agreement. Unless within seven (7) days after issuance of such notice, the breach is cured or steps have been taken in good faith and/or being carried out with due diligence to cure the same, GEPL AD may terminate this Agreement and provisions of Clause 21.9 (a) shall become operative.

21.8 In the event of death of a Client, the Legal Beneficiary of the Client shall intimate GEPL AD of the death of the Client as soon as possible, and this Agreement shall thereupon terminate immediately upon receipt of the intimation of death of the client and provisions of Clause 21.9 (b) shall become operative.

21.9 Consequences of Termination

- a) Upon termination of this Agreement, GEPL AD shall issue along advisory to hold/sell the "assets under advice" held in the designated bank account / designated demat account. However, GEPL AD shall have and the same is acknowledged by the client, a lien on these assets under advice to the extent of fees outstanding / other dues payables to the GEPL AD in terms of this agreement.
- b) Upon the termination of this Agreement as a consequence of the death of the Client the Legal heirs/beneficiary shall pay GEPL AD all fee and all other amount receivables under the terms of this Agreement and then GEPL AD shall release its lien on account [on the credits of the Client in the designated Bank and all the assets in the Depository (demat) account in respect of and to the extent of all amounts receivable by GEPL AD from the Client including the Fee and all other amount receivables under the terms of this Agreement to the legal beneficiary, after receipt of payments or adjusting all amounts receivable by GEPL AD including the Fee and all other amounts receivable by GEPL AD under the terms of this Agreement from the Legal Beneficiary of the Client or from credits of the Client in the designated Bank or sale proceeds of assets in the Depository (demat). Upon such release of lien, GEPL AD shall stand discharged of all obligations hereunder or in relation to the agreement.

22. AMENDMENT AND ASSIGNMENT

- 22.1 This Agreement shall not be amended or modified except by a written agreement executed by both parties save and except for complying with any change in Statute, Regulation or with the requirements of any competent authority or if required under its corporate policies by GEPL AD. In case of such event, the amendment or modification shall be intimated to the Client by GEPL AD. In case the Client continues to deal with GEPL AD subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the amendment or modification.
- 22.2 This Agreement shall not be assigned by either party without the other party's prior written consent.

23. ARBITRATION

In the event of a dispute between the Parties arising out of, or relating to this Agreement, its Interpretation of performance hereunder, the Parties shall exert their best efforts to resolve the dispute amicably through negotiations

- a) In the event that a dispute cannot be resolved amicably by the parties through negotiations within sixty (60) days of the commencement of such negotiations, the dispute shall be referred to a panel of three arbitrators (each party to appoint one Arbitrator & the third arbitrator to be appointed by the two arbitrators so appointed). The venue of the arbitration shall be in Mumbai. The language of the arbitral proceedings shall be English.
- b) The Parties agree to be bound by the award of the arbitrators. The arbitration shall be subject to the Arbitration & Conciliation Act, 1996.

24. GOVERNING LAW AND JURISDICTION CLAUSE

This Agreement will be governed by the Laws of India and any disputes arising herein shall be subject to the exclusive jurisdiction of the Courts of Mumbai.

25. MISCELLANEOUS

- 25.1 No term or provision of this Agreement may be waived except in writing signed by the parties against whom such a waiver or change is sought to be enforced. GEPL AD's failure to insist at anytime upon strict compliance with this agreement or with any of the terms of the Agreement or any continued course of such conduct on its part will not constitute or be considered a waiver by GEPL AD of any of its rights or privileges. This Agreement contains the entire understanding between Client and GEPL AD concerning the subject matter of this Agreement.
- 25.2 Any non-exercise or non-enforcement of any right hereunder by the either Party shall not be deemed to be a waiver permanently of such right or of any other right under this Agreement, and either Party, as the case may be, shall be entitled to exercise and enforce the same and all other rights on all future occasions.

Client Signature: 

- 25.3 This Agreement is entered into between the Parties on a principal-to-principal basis and nothing contained in this Agreement shall be deemed to constitute agency or partnership between the parties.
- 25.4 Any provision of this Agreement which is prohibited or unenforceable under any law, rule or regulation shall be ineffective only to the extent of such prohibition or lack of enforceability and shall not invalidate the remaining provisions hereof. If any provision of this Agreement is declared by any judicial or any competent authority to be void, avoidable, illegal or otherwise unenforceable, the Parties shall replace that provision with a provision which is valid and enforceable and most nearly gives effect to the original intent of unenforceable provision or by mutual Agreement of the Parties and the remaining provision of this Agreement shall remain in full force and effect.
- 25.5 GEPL AD shall not be required to take any action or render any advice with respect to voting of proxies solicited by or with respect to, the issuers of securities or investments in which assets of the account may be invested from time to time. In addition, GEPL AD will not be obligated to render any advice or take any action on behalf of the Client with respect to securities or other investments held in the Account, or the issuers thereof, which become the subject of any legal proceedings.
- 25.6 Force Majeure: The parties to this agreement shall be released from their respective obligations in the event of any force majeure events.

26. SEVERABILITY

If any provision of this Agreement shall be held or made invalid by a statute, rule, regulation, decision or a tribunal or otherwise, the remainder of this Agreement shall not be affected thereby and, to this extent, the provision of this Agreement shall be deemed to be several.

27. TAPE RECORDING OF CONVERSATIONS:

The Client is aware that GEPL AD may have a system of tape-recording the conversations between the Client's or his/her/their representative and GEPL AD, either personally or over the telephone, and hereby permits GEPL AD to do so. Such recordings may be relied upon by GEPL AD as and when required to resolve disputes in connection with the agreement.

28. SUPREMACY

This Agreement embodies the entire understanding between the Parties hereto relating to the subject matter hereof and supersedes understandings, representations or warranties of any kind, oral or written, if any, except for what is expressly set forth herein.

29. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO NRI

In the event of the Client being a Non-Resident Indian (NRI) (as understood in the applicable foreign exchange laws):

The Client represents that the Client has obtained all relevant foreign exchange control permissions for the purpose of entering into this Agreement and performing the transactions hereunder (including without limitation approvals required from the Reserve Bank of India ('RBI')). The Client shall adhere with all requirements of all foreign exchange control regulations applicable to the Client in all dealings/ transactions. Further, the Client shall at all times ensure full compliance with the applicable Indian laws including FEMA and all other laws under the relevant jurisdiction applicable to the NRI. In the event of any change in the status of the Client, the Client shall forthwith inform GEPL AD of the same.

- i. All communications/intimations by the Client to GEPL AD shall be accompanied by the requisite approvals from RBI and/or any other regulatory authorities as may be applicable from time to time.
- ii. GEPL AD shall also be specifically empowered pursuant to this Agreement to liaise with the RBI for legal approvals/ reporting on behalf of the Client.
- iii. GEPL AD shall not be liable for any loss caused to the Client as a consequence of any delay of RBI approval or approval from any other regulatory authority.
- iv. The Client shall indemnify GEPL AD for the consequences that GEPL AD may suffer due to any noncompliance by the Client with any regulatory requirements.
- v. Without prejudice to the other provisions contained hereinabove, in all dealings with the Client, GEPL AD shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.
- vi. GEPL AD shall be entitled to rely upon and deduct tax at source on the basis of certificates and/or statement of calculations given to GEPL AD by the Client or the Client's Chartered Accountants. GEPL AD shall not be liable for any inaccuracy or error in the computation thereby and shall be entitled to rely upon the same as being true, fair and complete in all respects. The Client shall indemnify GEPL AD for all losses caused as a consequence of any misrepresentation, incompleteness, inaccuracy or error in such computation / statements / certificates, as the case maybe.
- vii. The Client shall hold harmless and keep indemnified GEPL AD and/or any Person appointed by it against any action, damage, costs, interest, penalty, etc. imposed by RBI or any other regulatory authority on account of any lapse of fault on behalf of the Client.

Client Signature: 

EXHIBIT-1

DEFINITIONS AND INTERPRETATIONS

- a) "Act" means the Securities and Exchange Board of India Act, 1992 (15 of 1992);
- b) Account or the Assets means funds, securities, investments and assets in designated bank account and designated Depository (demat) account of the Client under GEPL AD's Advice, together with all additions, substitutions and/or alterations thereto.
- c) "Anniversary Date" refers to the day on which the sum was first paid by the client in each of the year.
- d) The Asset Under Advise' would be the Total Asset Value of the Account or Assets under Advise.
- e) "Board" means the Securities and Exchange Board of India established under section 3 of the Act.
- f) Body corporate" shall have the meaning assigned to it in or under sub-section (7) of section 2 of the Companies Act, 1956 (1 of 1956);
- g) "Company" means a company incorporated under the Companies Act, 1956
- h) Consideration" means any form of economic benefit including non-cash benefit, received or receivable for providing investment advice.
- i) "Corpus" may consist of cash and/or securities
- j) Closing Date" would be the date of termination of this Agreement.
- k) "Financial planning" shall include analysis of clients' current financial situation, identification of their financial goals, and developing and recommending financial strategies to realise such goals;
- l) Firm" means a partnership firm registered under Indian Partnership Act, 1932 (9 of 1932);
- m) "Funds" means the monies lying in the Client's designated account pursuant to this Agreement and include the monies mentioned in the Application, any further monies that may be placed by the Client in his/her/their designated account from time to time, for the purpose of this Agreement, the proceeds of the sale or other realization of the Portfolio and interest, dividend or other monies arising therefrom.
- n) "High Water Marking" is the system whereby the highest portfolio value till date will be taken as a Benchmark / High water mark. If the portfolio value goes below the mark and subsequently there is an increase in the value of portfolio, the increase would not be taken until the mark is crossed.
- o) Investment advice" means advice relating to investing in, purchasing, selling or otherwise dealing in securities or investment products, and advice on investment portfolio containing securities or investment products, whether written, oral or through any other means of communication for the benefit of the client and shall include financial planning:
Provided that investment advice given through newspaper, magazines, any electronic or broadcasting or telecommunications medium, which is widely available to the public shall not be considered as investment advice for the purpose of these regulations:
- p) "Legal Beneficiary" shall mean a person who is either an Authorized Nominee or who has been termed as a legal beneficiary under the will of the Client and/or has been so declared under the probate in respect to the Client's Assets or in whose favour succession certificate has been issued by the competent court.
- q) "Limited Liability Partnership" means a partnership formed and registered under The Limited Liability Partnership Act, 2008(6 of 2009);
- r) Partner" means partner of the firm or a limited liability partnership who renders investment advice on behalf of the firm or limited liability partnership
- s) "Representative" means an employee or an agent of an investment adviser who renders investment advice on behalf of that investment adviser.
- t) "Force Majeure event" includes any failure, interruption, error, omission or delay in performance of the obligations or in the transmission/delivery of information resulting from acts, events or circumstances not within the reasonable control of the Parties including but not limited to war, acts of terrorism, civil disorder, industrial disputes, natural calamities, floods, fire and other natural disasters, legal restraints, faults in the telecommunication network or internet or network failure, software or hardware errors.
- u) "Regulation" means SEBI (Investment Advisers) Regulations, 2013
- v) "Securities" include
 - i. shares, scrips, stocks, bonds, debentures, debenture stock or other marketable securities of a like nature in or of any incorporated company or other body corporate;
 - ii. derivative;
 - iii. Units or any other instrument issued by any collective investment scheme to the investors in such schemes;

Client Signature: _____

- iv. security receipt as defined in clause (zg) of section 2 of the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002;
 - v. units or any other such instrument issued to the investors under any mutual fund scheme;
 - vi. Government securities;
 - vii. such other instruments as may be declared by the Central Government to be securities; and rights or interest in securities;
- w) "Total Asset Value" of the Account shall be the sum total of Market Value of the investments held in the Account and cash plus dividend, interest receivables and securities transaction tax minus expenses including advisory fees.

For and on behalf of
GEPL Investment Advisors Private Limited
(Advisory Division)

Signature
Authorized Signatory
Name: _____

Client Signature



Place:
Date:

SCHEDULE B: TERMS & CONDITIONS

- a. Client can opt for mutually agreed period on which advisory would be provided by GEPL. The Investments would be advised to invest in the best quality stocks to generate returns over the long term as per the risk-return profile of the investor.
- b. All the Clients would be profiled on the basis of a point-based risk profiling questionnaire. The Questionnaire takes into account various factors including ability to take risk, willingness to take risk, behavioral pattern and investment objectives while evaluating the Profile. The Profiles shall be derived on the basis of inputs received by the Client from the questionnaire.
- c. GEPL AD will design a unique strategic asset allocation for each individual client to match their risk-return profile.
- d. GEPL AD have a well-defined risk management process to curb any mistakes / errors made by a Chief Investment Advisor. Also GEPL AD has an Investment committee in place to oversee investment advice and decisions.
- e. The Clients would be requested to provide all the constraints they have in the type of Companies in which they do not wish to Invest, any time period for which they cannot sell the Investments, etc. Accordingly, a Constraint Monitor would be created to ensure that none of the Constraints / Conditions is violated.
- f. There is no fixed duration for these investments. The client can choose their own investment term.
- g. The applicant can either choose to invest one-time or periodically or both by giving a bank mandate letter accordingly.
- h. GEPL does not give any return guarantee on the advice provided. Past performance is not indicative of future returns.
- i. **Bank Account:** Subject to an exception if the Client wishes to direct otherwise and GEPL agrees, the Client shall have designated Bank Account with _____ Bank, _____ Branch, Mumbai with account number _____.
- j. **Broking and Demat Account:** Subject to an exception, if the Client wishes so and GEPL agrees, a broking and demat account shall be maintained for the Client with GEPL Capital Pvt. Ltd.; If the Client has an existing demat account with GEPL Capital Pvt. Ltd., then also a separate demat account would be required to be opened for Investment Advisory.
- k. **Ownership:** Each Client retains independent ownership of the Account (eg. right to withdraw securities or cash, exercise or delegate proxy voting and receive transaction confirmations);
- l. **Advisory Fees:** As per the 'Statement of Fees and Charges'.
- m. In addition to Advisory Fees, the Client will also incur charges imposed by the Banker / Stock Broker / Dealer / Depository / Custodian; GEPL does not share in any transaction expenses charged by the Banker / Stock Broker / Dealer / Depository / Custodian.
- n. **Reports:** The Clients will get the online access to view his account / portfolio details in addition to that GEPL AD will also provide the investment reports at regular intervals.

I/We have read and understood the above terms and conditions and I agree to abide by the same.

Client Signature  _____

SCHEDULE C: DESIGNATED BANKER / BROKER / DEPOSITORY / CUSTODIAN

The Designated **Bank Account** has initially been set up directly at _____ Bank, _____ Branch, Mumbai by the Client in the Client's name.

Account Title	
Bank Account Number	
Type (SB/CA/NRE/NRO/PIS)	
Address of the Bank	
Relationship Manager	
Email id	
Telephone	

The Designated **Broker Account** has initially been set up directly at GEPL Capital Private Limited by the Client in the Client's name.

Account Title	
Client Code	
Address of the Broker	
Relationship Manager	
Email id	
Telephone	

The Designated **Depository Account** has initially been set up directly at GEPL Capital Private Limited by the Client in the Client's name.

Account Title	
Demat Account Number	
Address of Depository	
Relationship Manager	
Email id	
Telephone	

The Designated **Custody Account** has initially been set up directly at _____ by the Client in the Client's name.

Account Title	
Custody Account Number	
Address of Custodian	
Relationship Manager	
Email id	
Telephone	

Disclosure:

GEPL Capital Pvt Ltd is a SEBI registered Share Broker and Depository Participant (a group company of GEPL Investment Advisors Pvt Ltd). GEPL AD is not going to share any fees earned by Banker / Share Broker / Depository / Custodian from the client. The Client has voluntarily and on its own account selected Banker / Share Broker / Depository / Custodian for his convenience.

Client Signature  _____

SCHEDULE D: STATEMENT OF FEES AND CHARGES

The following table outlines the fees and charges that GEPL Investment Advisors Private Limited shall charge for the Advisory Services:

Processing Fees	
Entry Load	
Management Fees	
Performance Fees	
Exit Load	
Brokerage	0.50%
Other Charges	Statutory levies and custodial charges (as applicable)

Important Note:

- All charges mentioned above exclude statutory levies, service taxes and any other taxes.
- Any service, which is not mentioned above will be charged separately with as per rates applicable from time to time.
- GEPL AD reserves the right to introduce charges, revise the type and level of charges with a prior notice of 30 days which shall be binding on each client.
- I / We have read, understood and agree the above terms and fees structure.

Client Signature  _____

SCHEDULE E: DECLARATION FOR CONNECTED PERSON

To,
Advisory Division
GEPL Investment Advisors Private Limited
C-14, Dhanraj Mahal,
CSM Marg, Colaba,
Mumbai 400001.

Dear Sir,

SUB: Declaration for connected person as per SEBI Regulation

☐ I hereby declare that, I am / we are not connected person* as defined in "Prohibition of Insider Trading Regulations, 1992" and do not have access to price sensitive information

Or

☐ I am / we are connected person* as defined in "Prohibition of Insider Trading Regulations, 1992" with following companies.

Company	Remarks

* "Connected Person" means any person who-

- is a director, as defined in clause (13) of section 2 of the Companies Act, 1956 (1 of 1956) of a company, or is deemed to be a director of that company by virtue of sub-clause (10) of section 307 of that Act or
- occupies the position as an officer or an employee of the company or holds a position involving a professional or business relationship between himself and the company [whether temporary or permanent] and who may reasonably be expected to have an access to unpublished price sensitive information in relation to that company.

Explanation: The words "connected person" shall mean any person who is a connected person six months prior to an act of insider trading.

Thanking You.

Yours faithfully,

Client Signature: 

Client Name: _____

CLIENTS' RISK ASSESSMENT

QUESTIONNAIRE (Please tick suitable option)	Client Score (for Office Use)
<u>PERSONAL INFORMATION</u> 1. What is your Age? ☐ Under 30 ☐ 31 to 45 ☐ 46 to 55 ☐ Above 55 ☐ Retired / High Net Worth	
2. Number of dependants: People who you are financially responsible for ☐ Self ☐ Self + 1 ☐ Self + 2 ☐ Self + 3 ☐ Self + 4 or more	
<u>INCOME-RELATED</u> 3. Over the next several years, you expect your annual income to ☐ Stay about the same ☐ Grow moderately ☐ Grow substantially ☐ Decrease moderately ☐ Decrease substantially	
4. Your income from the present job / business or consultancy is ☐ Highly fluctuating or uncertain ☐ Relatively predictable or certain ☐ Predictable and certain ☐ Does not matter - can easily find equally good job / career / source of income ☐ Retired	
5. If you were to loose your job / business or consultancy, how long would it take for you to find another job / business or assignment? ☐ Less than a month ☐ Less than three months ☐ Less than six months ☐ About a year ☐ More than a year	

11. When do you expect to use most of the money you are now accumulating in your investments? ☐ At any time now...so a high level of liquidity is important ☐ Probably in less than a year from now ☐ Probably in the future...2-5 years from now ☐ In 6-10 years ☐ Probably in 11-20 or more years from now																																				
<u>VOLATILITY</u> 12. If you invested 50,000 for a period of 15 years and at the end of the year, the value is down to 40,000, would you ☐ Take your money out ☐ Take your money out and invest in fixed deposits ☐ Hold on till the investment comes back to your cost price and then sell it ☐ Do not bother because you had done enough research on the company ☐ Average your cost by investing another Rs 50,000 at a lower price																																				
13. Assuming you are investing in a stock, which one do you choose? ☐ Companies that may make significant technological advances that are still selling at their low initial offering price ☐ Established, well-known companies that have a potential for continued growth ☐ 'Blue chip' stocks that pay dividends ☐ Companies recommended by your Friend or a Market Tip ☐ Don't Know																																				
<u>PERFORMANCE</u> 14. Review the chart below: The following chart outlines the most likely best and worst case annual returns of the five hypothetical investment plans. Which range of positive outcomes is most acceptable to you? <table border="1" data-bbox="306 1391 1031 1682"> <thead> <tr> <th colspan="5">Best and Worst Case Scenarios (1 Year)</th> </tr> <tr> <th></th> <th>Portfolio</th> <th>Average Annual Return (%)</th> <th>Best Case (%)</th> <th>Worst Case (%)</th> </tr> </thead> <tbody> <tr> <td>I</td> <td>Portfolio A</td> <td>8%</td> <td>9%</td> <td>7%</td> </tr> <tr> <td>II</td> <td>Portfolio B</td> <td>10%</td> <td>12%</td> <td>5%</td> </tr> <tr> <td>III</td> <td>Portfolio C</td> <td>12%</td> <td>17%</td> <td>0%</td> </tr> <tr> <td>IV</td> <td>Portfolio D</td> <td>17%</td> <td>30%</td> <td>-15%</td> </tr> <tr> <td>V</td> <td>Portfolio E</td> <td>25%</td> <td>50%</td> <td>-25%</td> </tr> </tbody> </table>	Best and Worst Case Scenarios (1 Year)						Portfolio	Average Annual Return (%)	Best Case (%)	Worst Case (%)	I	Portfolio A	8%	9%	7%	II	Portfolio B	10%	12%	5%	III	Portfolio C	12%	17%	0%	IV	Portfolio D	17%	30%	-15%	V	Portfolio E	25%	50%	-25%	
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15. You hold many Fixed Deposits (FDs), and now you think that stock markets are going to go up. What would you do with the FDs? ☐ Nothing - Prefer FDs ☐ Withdraw half of the FDs and invest in Equity Mutual Funds and leave the other half for a rainy day ☐ Withdraw half of the FDs and buy Equity Shares with it and leave the other half ☐ Close all FDs, buy Stocks with the money and hope that things go well ☐ You are all charged up-you not only withdraw from all your FDs but also borrow to make a quick buck in the market	
Total Score	

SCORING PATTERN

Score	Investor Profile	Description
150-200	Conservative	A Conservative investor values protecting invested capital over seeking higher returns. This investor is comfortable accepting lower returns for a higher degree of liquidity and / or stability. Typically, a Conservative investor primarily seeks to minimize risk and loss of capital.
200-300	Moderately Conservative	A Moderately Conservative investor values capital preservation, but is comfortable accepting a small degree of risk and volatility to seek some degree of appreciation. This investor desires greater liquidity, is willing to accept lower returns, and is willing to accept minimal losses.
300-500	Balanced	A Balanced investor values reducing risks and enhancing returns equally. This investor is willing to accept modest risks to seek higher long-term returns. A Moderate investor may endure a short-term loss of principal and lower degree of liquidity in exchange for long-term appreciation
500-650	Moderately Aggressive	A Moderately Aggressive investor primarily values higher long-term returns and is willing to accept significant risk. This investor believes higher long-term returns are more important than protecting principal. A Moderately Aggressive investor may endure losses in favor of potentially higher long-term returns.
650-750	Aggressive	An Aggressive investor values maximizing returns and is willing to accept substantial risk. This investor believes maximizing long-term returns is more important than protecting capital. An Aggressive investor may endure extensive volatility and significant losses.

Client Signature:  _____

Our Branches



*In case of query relating to the form please contact
Branch address and contact details

OR

One Stop Investment Avenue



(An ISO 9001 : 2008 Certified Company)

GEPL Investment Advisors Pvt. Ltd.
C-14, Dhanraj Mahal,
C.S.M. Marg, Colaba, Mumbai - 400001
CIN: U67190MH2014PTC253758
Tel. No.: +91 22 6618 2400 / 751
Toll Free No.: 1800-209-4878
E-mail: advisors@geplcapital.com
Fax: +91 22 22043452
Web: www.geplcapital.com
 /GEPLCapital
 /GEPLCapital

Know Your Client (KYC) Application Form (For Individuals Only) Please fill the form in ENGLISH and in BLOCK letters Fields marked * are mandatory Fields marked + are pertaining to CKYC and mandatory only if processing CKYC also	 CDSL VENTURES LIMITEDExploring New Horizons	One Stop Investment Avenue 
Application Number: _____ Application Type*: ☐ New KYC ☐ Modification KYC		
KYC Mode*: Please Tick (✓) ☐ Normal ☐ EKYC OTP ☐ EKYC Biometric ☐ Online KYC ☐ Offline EKYC ☐ Digilocker		
1. Identity Details (please refer guidelines overleaf)		
PAN* _____ Please enclose a duly attested copy of your PAN Card Name* (same as ID proof) _____ Maiden Name* (if any) _____ Fathers/Spouse's Name* _____ Date of Birth* _____ Gender* ☐ Male ☐ Female ☐ Transgender Marital Status* ☐ Single ☐ Married Nationality* ☐ Indian ☐ Other _____ Residential Status* ☐ Resident Individual ☐ Non Resident Indian Please Tick (✓) ☐ Foreign National ☐ Person of Indian Origin+ (Passport mandatory for NRIs and Foreign Nationals. PIO selection is only for CKYC and not for KRA KYC. Select NRI or Foreign National based on Nationality of the individual)		
Recent passport size Applicant Photo Cross Signature across photograph		
Proof of Identity (POI) submitted for PAN exempted cases (Please tick) ☐ A — Aadhaar Card XXXX XXXX _ _ _ _ _ (Expiry Date) _____ ☐ B — Passport Number _____ (Expiry Date) _____ ☐ C — Voter ID Card _____ (Expiry Date) _____ ☐ D — Driving License _____ ☐ E — NREGA Job Card _____ ☐ F — NPR _____ ☐ Z — Others _____ (any document notified by Central Government) Identification Number _____		
2. Address Details* (please refer guidelines overleaf)		
A. Correspondence/ Local Address* Line 1* _____ Line 2 _____ Line 3 _____ City/Town/Village* _____ District* _____ Pin Code* _____ State* _____ Country* _____ Address Type* ☐ Residential/Business ☐ Residential ☐ Business ☐ Registered Office ☐ Unspecified		
	Applicant e-SIGN	

B. Permanent residence address of applicant, if different from above A / Overseas Address* (Mandatory for NRI Applicant)

Line 1*

Line 2

Line 3

City/

Town/Village*

District*

Pin Code*

State*

Country*

Address Type*

☐

Residential/Business

☐

Residential

☐

Business

☐

Registered Office

☐

Unspecified

Proof of Address* (attested copy of any 1 POA for correspondence and permanent address each to be submitted)☐

A — Aadhaar Card

XXXX XXXX _ _ _ _ _

☐

B — Passport Number

(Expiry Date)

☐

C — Voter ID Card

☐

D — Driving License

(Expiry Date)

☐

E — NREGA Job Card

☐

F — NPR Letter

☐

Z—Others

(any document notified by Central Government)

Identification Number

3. Contact Details (in CAPITAL)

Email ID*

Mobile No. *

Tel (off)

Tel (Res)

4. Applicant Declaration

I/We hereby declare that the KYC details furnished by me are true and correct to the best of my/our knowledge and belief and I/we under-take to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/We are aware that I/We may be held liable for it.

I/We hereby consent to receiving information from CVL KRA through SMS/Email on the above registered number/Email address.

I am/We are also aware that for Aadhaar OVD based KYC, my KYC request shall be validated against Aadhaar details. I/We hereby consent to sharing my/our masked Aadhaar card with readable QR code or my Aadhaar XML/Digilocker XML file, along with passcode and as applicable, with KRA and other Intermediaries with whom I have a business relationship for KYC purposes only.

DATE: _____ (DD-MM-YYYY)

PLACE: _____

Applicant e-SIGN

Applicant Wet Signature

5. For Office Use Only

In-Person Verification (IPV) carried out by*

Intermediary Details*

IPV Date

Emp. Name

Emp. Code

Emp. Designation

☐ Self certified document copies received (OVD)☐ True Copies of documents received (Attested)

AMC / Intermediary Name :

Employee Signature and Stamp

Institution Name and Stamp

ADDENDUM TO THE AGREEMENT

(For subscribing to the product of GEPL AD)

This addendum shall be read and considered as a part of the original Agreement and Power of Attorney dated executed by you in favour of 'GEPL Investment Advisors Private Limited' (hereinafter referred to as "GEPL").

The aforesaid document puts forth the terms and conditions governing the Advisory Product.

By subscribing to the Product of GEPL, the client confirms that the client has read, understand and accepted the terms and conditions set forth in Investment Advisory Agreement and Execution Service Agreement and herewith and agrees to abide by the same at all times. The Client agrees and understands that the investments through the Advisory Product would be in equity and/ or equity linked securities. Further, risk profiling carried out by GEPL would help GEPL in making a decision for selecting the asset allocation and an ideal equity portfolio for the client. In case the client does not opt for a risk profile within the stipulated time, the default risk profile of the client will be marked as conservative.

TERMS AND CONDITIONS (some of the points reinstated below from the Agreement):

- (a) The Investment Advisor is registered as an Investment Advisor and has been authorized by the Securities and Exchange Board of India (hereinafter referred to as "SEBI") under the SEBI (Investment Advisors) Rules and Regulations, 1993 bearing Registration No. INA000002744.
- (b) At the request of the Client, the Investment Advisor has agreed to provide Investment Advisory Services to the Client;
- (c) The Client has satisfied itself that the Advisor possesses requisite level of knowledge and competence to provide Investment Advisory Services;
- (d) The Advisor has satisfied and shall continuously satisfy itself about the genuineness and financial soundness of the Client and investment objectives relevant to the Investment Advisory Services to be provided;
- (e) The Parties hereto are entering into this Agreement to set out the terms and conditions on which the Investment Advisor has agreed to render, and the Client has agreed to avail of, the aforesaid services.
- (f) If the client wants to subscribe or cancel any of the products of GEPL, it shall be intimated within 3 months, failing which the applicable fees shall be charged in full.
- (g) The Client acknowledges and confirms that the terms of this Agreement do not constitute any warranty or similar obligation on the part of the Investment Advisor and the Investment Advisor does not guarantee or assure the Client of the value of or returns on the Assets in any manner whatsoever. The Client is aware that the value of the Assets could depreciate to an unpredictable extent.
- (h) The Client agrees to pay the Advisory Fee to the Investment Advisor at the rates and in the manner agreed upon, payable on the Initial Corpus and any additional placement of funds if any.
- (i) The parties agree that all functions in relation to the Investment Advisory Services or otherwise pursuant to this Agreement shall be performed by the Investment Advisor for and on behalf of, and at the risk and cost of the Client and all liabilities concerning the Assets or the Services shall be to the account of the Client. In addition to the Advisory Fee, all costs, fees, charges, and expenses of whatsoever nature incurred by the Investment Advisor or any other person appointed by the Investment Advisor arising out of or in

connection with or in relation to the provision of such services or the performance of any act pursuant to or in connection with this Agreement including, without limitation to the generality of the aforesaid, the stamp duties, charges of any Depository Participant and/or custodian, transaction fee, demat / remat charges, registration and transfer charges in respect of the Securities, including legal fees of the Investment Advisor incurred on behalf of the Client, brokerage and stamp duty, costs to be paid for the execution of this Agreement all other incidental and ancillary documentation pursuant to this Agreement, shall be paid or reimbursed by the Client.

- (j) The Investment Advisor shall raise invoices for the fees and expenses incurred, which are to be reimbursed by the client, including all applicable taxes and cess of any nature, as per the schedule agreed upon by the client. The Investment Advisor shall have the right to charge 24% p.a. as interest on delay in honouring such invoices within the prescribed time.
- (k) This Agreement shall commence from the date of execution of this Agreement.
- (l) Either Party may terminate this Agreement by giving 30 days prior written notice to the other of its intention to terminate this Agreement.
- (m) This Agreement shall continue to subsist until terminated under this Clause in the manner provided herein below.
- (n) The provisions of this Agreement relating to the payment of Advisory Fees and costs, charges, expenses and other amounts to the Investment Advisor, choice of law, jurisdiction and notice and all rights and obligations which have accrued or arisen prior to the termination of this Agreement shall survive the termination of this Agreement.
- (o) It is expressly understood that nothing contained herein amounts to any warranty or guarantee (express or implied) of the Investment Advisor to pay any return of any nature or guarantee any returns or accretions or accruals to the Client. The Client expressly accepts the Investment Advisor will provide only investment consultancy services and that the investments of the Funds by the Investment Advisor are and shall be at the sole risk of the Client and the Investment Advisor shall not be liable for any loss or damage caused to the Client as a result of any action or omission of the Investment Advisor pursuant to this Agreement. It is further expressly understood by the Client that no representation or warranties are held out by the Investment Advisor about the safety or "soundness" of investment advise made on behalf of the Client and all actions are taken and act done by the Investment Advisor are done solely at the Client's account and risk. Any actions which the Investment Advisor takes or does not take as to the investments will be solely at the Client's account and risk and the Investment Advisor shall not carry liability for making good any loss sustained or suffered by the Client for any action taken or failure to act unless the Investment Advisor acts with willful default and gross negligence to the Client's interest.
- (p) The Investment Advisor shall not be liable to the Client for any act or omission of any of its officers, employees, or representative or any other person specifically authorized by the Investment Advisor and any other third parties. The Investment Advisor shall not be responsible for any breach by the Client of the applicable laws, regulations, procedures, practice, and guidelines. Consequently, the Investment Advisor shall also not be responsible for any acts or omissions of any intermediaries and shall not guarantee the performance of the responsibilities of such intermediaries.
- (q) In the event of the Investment Advisor being held liable for any loss suffered by the Client pursuant to this Agreement, the liability of the Investment Advisor will be limited to direct and proximate loss or damage and will not extend to any consequential indirect or remote loss or damage and in any event, shall be limited to and shall not extend beyond the fees received by the Investment Advisor pursuant to the

provisions of the Agreement.

- (r) Neither the Investment Advisor nor the directors or employees or agents employed by him shall be liable for any loss to the Client howsoever arising except to the extent that such loss is due to gross negligence, willful default or fraud of the Investment Advisor or its directors or employees or agents. The Investment Advisor shall not be liable for any default of any counter party, bank, custodian, sub-custodian or any other person or entity that holds money, investments, or other documents of title on behalf of the Client.

- (s) License, Intellectual Property Rights, And Restrictions:

GEPL is the owner and licensor of any copyright, trade or service mark, design, patent, trade, business or company name or other proprietary right trade secrets, ideas, concepts, methods, know-how, and techniques. The client accepts that in relation to the subscription:

1. The client will not seek to register any of GEPL's Intellectual Property Rights;
 2. The client is only permitted to use GEPL's Intellectual Property Rights for the purposes as stated herein;
 3. The client will not exploit, sell, redistribute, lease or rent any of GEPL's Intellectual Property Rights to any person;
 4. The client will not copy, publish, modify, adapt or reproduce any of GEPL's Intellectual Property Rights, except insofar as such is for your use in the management of your financial affairs;
 5. The client will not make copies of any related documentation, reports or other outputs for any purpose unconnected to these terms and conditions;
 6. The client will not reverse assemble or reverse compile the whole or any part of GEPL's Intellectual Property Rights except as expressly authorized under any applicable law;
 7. The client will not do or omit to do, or authorize any third party to do or to omit to do, anything which could invalidate or be inconsistent with GEPL's Intellectual Property Rights;
 8. The client will not commit any act or omission the likely result of which is that GEPL's reputation will be brought into disrepute or which act or omission could reasonably be expected to have or does have a material and adverse effect on GEPL's interests;
 9. This Agreement does not limit any rights that GEPL may have under trade secret, copyright, patent, trademark, or other laws
- (t) The Investment Advisor may from time to time amend the Agreement if required, for complying with any change in statute, rules, and regulations or with any requirements of any competent authority or if required under its corporate policies. The Investment Advisor shall intimate all such alterations to the Client. If the Client continues to deal with the Investment Advisor subsequent to the intimation of such amendments, it shall be deemed that the Client is agreeable to the new clauses. However, if the Client does not agree with alteration, it shall have a right to terminate this Agreement in accordance with the terms hereof subject to meeting the financial and other obligations under this Agreement. Neither Party shall assign or transfer all or any of the rights or obligations hereunder without the prior consent of the other Party.
 - (u) The Investment Advisor, may at its absolute discretion act or delegate the performance of its duties, discretions, and obligations hereunder to any of its employees(s) or to such agent(s) as it may think fit and the fees/consultancy charges may be charged to the Client's account.
 - (v) The terms and conditions of this Agreement, and all information and recommendations furnished by the Investment Advisor to the Client, shall be treated as confidential by the Client, and shall not be disclosed to third parties except as required by applicable laws, rules or regulations, and in response to appropriate requests of regulatory authorities, or as otherwise expressly agreed to in writing by the parties provided that this clause shall not extend to information which was rightfully in the possession of such party prior to

the commencement of the negotiations leading to the Agreement, which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause). Notwithstanding the foregoing, the Client may give his consent to disclose the details as mentioned in the Client registration form and/or any other information pertaining to the Client or his Portfolio to the Investment Advisor, or to any affiliate of the Investment Advisor for including the Client's name in any list of clients of the Investment Advisor or using the Client's name for sales, marketing or other reference purposes

- (w) This Agreement (including without limitation the Appendices hereto) sets forth the entire and exclusive understanding of the parties and supersedes and cancels any prior agreements between the parties, whether written or oral, relating to the investment management of the Client's Portfolio or of any other assets of the Client in relation to the Scheme. If at any time any provision of this Agreement shall be held by any court of competent jurisdiction to be illegal, void or unenforceable, such provision shall be deemed to be deleted from this Agreement and shall be of no further force or effect. No provision of this Agreement shall be construed so as to violate, or so as to cause either party to violate the applicable provisions of the SEBI Regulations or any other Central or State Securities or other laws, rules, regulations or orders
- (x) In the event of any change in the status of the Client, the Client shall forthwith inform the Investment Advisor of the same.
- (y) Without prejudice to the other provisions contained herein above, in all dealings with the Client, the Investment Advisor shall be entitled to presume (without being bound to) that the Client has obtained all necessary approvals pursuant to the applicable exchange control regulations.

For and on behalf of

Client Signature

Client Name _____

For and on behalf of

GEPL Investment Advisors Private Limited

Authorised Signatory

Date :

Place :